REMARKS

Reconsideration of the application, as amended, is respectfully requested.

Claims 18-25 were rejected under 35 U.S.C. 103(a) as being unpatentable over Shoseyov et al. (US 5,719,044, 2-17-1998), Schulein et al. (WO 94/07998, 4-14-1994) and Linder et al. (PNAS, 1996, Vol. 93:12251-55) and the allegedly common knowledge in the art regarding making antibodies through camelization procedure (see Hamers et al., WO 94/25591).

The primary reference cited by the Examiner, i.e. Shoseyov, teaches cellulose binding domain and a fusion protein which may comprise cellulose binding domain and a second protein (protein A or HSP protein, see column 4, lines 45-58) or an antibody comprising a light chain and a heavy chain (column 4, lines 56-58). No further indications are given of the nature of the antibody, except that it binds to a detectable label or an enzyme. Shoseyov further teaches diagnostics kits or immunoassay methods wherein the second protein binds to a detectable label or an enzyme. See column 5, line 58 - column 7, line 67. Shoseyov further teaches binding of cellulose binding domain with a drug, e.g. an anti fungal agent. The binding may be done directly or via a linker such as an activation agent via amine or ester bonds. See column 8, lines 1 – 35.

Schulein teaches variants of cellulase enzymes comprising a CBD, a linker and a catalytic domain. Schulein also teaches the use of such variants in laundry applications, which variants allegedly exhibit improved properties. Schulein does not specifically refer to "fusion proteins", because it starts from a parent cellulase which already comprises the three elements CBD, linker and catalytic domain.

Shoseyov does not suggest, alone or in combination with Shulein:

1. any chemical equilibrium constant, or
2. equilibrium constant lower than 10^{-4}M, or;
3. all three of the following:
   a. cellulose binding domain;
   b. antibody or antibody fragment;
   c. the antibody or antibody fragment binding to a benefit agent defined by the Markush group in applicants' claims, a fabric a specific part of the fabric, or microparticles which are loaded with a benefit agent.

With regard to equilibrium constant, the Examiner acknowledges that Shoseyov does not teach the equilibrium constant but alleges that such is inherent within the disclosure of Shoseyov. Applicants respectfully disagree. It does not appear that the Examiner has established that the equilibrium constant recited by applicants' claims is inevitably present in the Shoseyov patent. In re Oelrich, 212 U.S.P.Q. 323, 326 (1981), the C.C.P.A. said that

> inherency may not be established by probabilities or possibilities. The mere fact that a certain thing may result from a given set of circumstances is not sufficient. If however, the disclosure is sufficient to show that the natural result flowing from the operation as taught would result in the performance of the questioned function, it seems to be well settled that the disclosure should be regarded as sufficient.

To establish inherency, the extrinsic evidence must make clear that the missing descriptive material is necessarily present in the thing described in the reference, and that it would be recognized by persons of ordinary skill. However, inherency may not be established by probabilities or possibilities, the court stressed. In re Robertson, CAFC No. 98-1270, 2/25/99.

Shoseyov merely teaches antibody or antibody fragments. No further indications are given of the nature of the antibody, except that it binds to a detectable label or an enzyme. Thus, it is not seen that the particular equilibrium constant recited by applicants' claims is inherent within Shoseyov.

Thus, none of the cited references, either when taken alone or in combination, teach or suggest the present invention or provide any motivation to arrive at the present invention. Consequently, it is respectfully requested that the obviousness rejection be reconsidered and withdrawn.

Claim 25 was rejected under the judiciary created Doctrine of Obviousness-type Double-patenting. In light of the availability of the Terminal Disclaimer practice, applicants agree to the filing of the Terminal Disclaimer upon the indication of the allowable subject matter.

In light of the above remarks, it is respectfully requested that the application be allowed to issue.

If a telephone conversation would be of assistance in advancing the prosecution of the present application, applicants' undersigned attorney invites the Examiner to telephone at the number provided.

Respectfully submitted,

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